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14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16 VECTRUS SYSTEMS CORPORATION,

Case No. 2:18-cv-01345-JCM-VCF

17 Petitioner,

18 v.

**ANSWER AND AFFIRMATIVE
DEFENSES TO COUNTER-PETITION**

19 TEAMSTERS LOCAL 631,

20 Respondent.

21
22 Petitioner, VECTRUS SYSTEMS CORPORATION (“Petitioner” or “Vectrus”), and for
23 its answer to TEAMSTERS LOCAL 631’s (“Union”) Counter-Petition, states as follows:

24 **AS TO “COUNTER-PETITION TO CONFIRM THE ARBITRATION AWARD”**

25 1. Petitioner admits the allegations contained in Paragraph “1” of the Counter-
26 Petition.

AS TO "PARTIES"

2. Petitioner admits the allegations contained in Paragraph "2" of the Counter-Petition.

3. Petitioner admits the allegations contained in Paragraph "3" of the Counter-Petition.

AS TO “JURISDICTION”

4. Petitioner admits the allegations contained in Paragraph "4" of the Counter-Petition.

5. Petitioner admits the allegations contained in Paragraph "5" of the Counter-Petition.

AS TO "GENERAL ALLEGATIONS AND CAUSE OF ACTION TO ENFORCE

AWARD”

6. Petitioner admits the allegations contained in Paragraph “6” of the Counter-Petition.

7. Petitioner admits the allegations contained in Paragraph "7" of the Counter-Petition.

8. Petitioner admits the allegations contained in Paragraph “8” of the Counter-Petition. Answering further, Vectrus has never performed services as a subcontractor for PAE.

9. Petitioner admits the allegations contained in Paragraph "9" of the Counter-Petition.

10. Petitioner admits the allegations contained in Paragraph “10” of the Counter-Petition.

11. Petitioner denies the allegations contained in Paragraph “11” of the Counter-Petition. Answering further, on September 26, 2017, URS and its subcontractors Vectrus, Arcata Associates, Inc., and Chugach Federal Solutions, Inc., executed a “Bridge Agreement” with the Union in which the parties agreed to accept all the terms and conditions of the CBA with PAE with respect to their performance of work on the RSSII contract at Creech Air Force Base and the

1 Nevada Test and Training Range only upon their commencing performance of work on the RSSII
2 contract on October 25, 2017.

3 12. Petitioner admits the allegations contained in Paragraph "12" of the Counter-
4 Petition. Answering further, Vectrus' initial employment offers for persons to perform services
5 at Creech Air Force Base were made and accepted by such persons prior to Vectrus commencing
6 operations on October 25, 2017, and prior to it becoming bound by the Bridge Agreement and
7 CBA.

8 13. Petitioner denies the allegations contained in Paragraph "13" of the Counter-
9 Petition. Answering further, the Union filed a grievance on October 13, 2017 alleging that Vectrus
10 had violated the CBA by not "re-hiring" certain employees on the basis of seniority and the ability
11 to perform available work (notwithstanding the non-disputed fact that they were never Vectrus
12 employees).

13 14. Petitioner admits the allegations contained in Paragraph "14" of the Counter-
14 Petition.

15 15. Petitioner admits the allegations contained in Paragraph "15" that the arbitration
16 hearing was reported by Cameo Kayser, a certified court reporter, and refers the Court to the
17 contents of the referenced document as the best evidence of its contents.

18 16. Petitioner admits the allegations contained in Paragraph "16" of the Counter-
19 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
20 the dispute, and preserved its right to seek to vacate any award.

21 17. Petitioner admits the allegations contained in Paragraph "17" of the Counter-
22 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
23 the dispute, and preserved its right to seek to vacate any award.

24 18. Petitioner denies the allegations contained in Paragraph "18" of the Counter-
25 Petition.

26 19. Petitioner admits the allegations contained in Paragraph "19" of the Counter-
27 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
28 the dispute, and preserved its right to seek to vacate any award.

1 20. Petitioner admits the allegations contained in Paragraph “20” of the Counter-
2 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
3 the dispute, and preserved its right to seek to vacate any award.

4 21. Petitioner admits the allegations contained in Paragraph “21” of the Counter-
5 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
6 the dispute, and preserved its right to seek to vacate any award.

7 22. Petitioner admits the allegations contained in Paragraph “22” of the Counter-
8 Petition.

9 23. Petitioner denies the allegations contained in Paragraph “23” of the Counter-
10 Petition. Answering further, Vectrus made a timely and appropriate objection to arbitrability of
11 the dispute, and preserved its right to seek to vacate any award.

12 24. Petitioner admits the allegations contained in Paragraph “24” of the Counter-
13 Petition.

14 25. Petitioner admits the allegations contained in Paragraph “25” of the Counter-
15 Petition.

16 26. Petitioner admits the allegations in Paragraph “26” of the Counter-Petition that in
17 the Opinion and Award, the Arbitrator discussed the facts of the controversy between the Union
18 and Vectrus and cited and discussed the Bridge Agreement. Answering further, while the
19 Arbitrator purported to cite and discuss various provisions of the CBA, Petitioner denies that the
20 grievance was arbitrable and denies that the Opinion and Award was within the scope of the
21 Arbitrator’s jurisdiction and authority.

22 27. Petitioner admits the allegations contained in Paragraph “27” of the Counter-
23 Petition.

24 28. Petitioner admits the allegation in Paragraph “28” that the Arbitrator considered
25 and interpreted the Bridge Agreement. Answering further, Petitioner denies that the Arbitrator
26 considered and interpreted the CBA with respect to an arbitrable dispute.

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29. The allegations in Paragraph “29” of the Counter-Petition contain legal conclusions to which no response is required, but to the extent that a response is deemed required, Petitioner denies the allegations in Paragraph “29” of the Counter-Petition.

30. The allegations in Paragraph “30” of the Counter-Petition contain legal conclusions to which no response is required, but to the extent that a response is deemed required, Petitioner denies the allegations in Paragraph “30” of the Counter-Petition and further denies that the grievance was arbitrable and that the Opinion and Award was within the scope of the Arbitrator’s jurisdiction and authority.

31. The allegations in Paragraph “31” of the Counter-Petition contain legal conclusions to which no response is required, but to the extent that a response is deemed required, Petitioner denies the allegations in Paragraph “31” of the Counter-Petition and further denies that the grievance was arbitrable and that the Opinion and Award was within the scope of the Arbitrator’s jurisdiction and authority.

32. Petitioner denies the allegations contained in Paragraph "32" of the Counter-Petition. Answering further, subsequent to the Opinion and Award, Petitioner voluntarily and without admitting liability has offered employment to certain individuals and has filed suit to vacate the Opinion and Award.

33. Petitioner denies the allegations contained in Paragraph “33” of the Counter-Petition.

AS TO "PRAYER FOR RELIEF"

Petitioner denies all allegations set forth in Respondent's Prayer for Relief.

GENERAL DENIAL

Petitioner denies each and every allegation in the Counter-Petition not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

Petitioner asserts the following affirmative and other defenses without assuming any burden of production or proof that it would not otherwise have. Petitioner reserves the right to

1 plead any additional affirmative and other defenses as they become known during the pendency
2 of this action.

3 **FIRST AFFIRMATIVE DEFENSE**

4 The Opinion and Award was not rendered as to an arbitrable dispute.

5 **SECOND AFFIRMATIVE DEFENSE**

6 The Opinion and Award is not binding or enforceable because the Arbitrator lacked
7 jurisdiction and authority to issue the Opinion and Award.

8 Petitioner reserves the right to amend this Answer should it later discover facts
9 demonstrating the existence of additional affirmative defenses.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, based upon the foregoing, Vectrus respectfully requests that this Court
12 enter judgment vacating, setting aside, and declaring the Award null and void. Vectrus also
13 requests such other and further relief as may be deemed appropriate by the Court.

14 Dated this 4th day of September, 2018.

15 McDONALD CARANO LLP

16 By: /s/ Pat Lundvall

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CERTIFICATE OF SERVICE

I certify that I am an employee of McDonald Carano, and that on the 4th day of September, 2018, a true and correct copy of the foregoing **ANSWER AND AFFIRMATIVE DEFENSES TO COUNTER-PETITION** was electronically filed with the Clerk of the Court by using CM/ECF service which will provide copies to all counsel of record registered to receive CM/ECF notification.

/s/ Beau Nelson
An employee of McDonald Carano LLP

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